



GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE STOCK SPIRITS GROUP
SEPTEMBER 2025

1. GENERAL

- 1.1 These General Terms and Conditions of Purchase of the Stock Spirits Group ("**General Terms**") outline the basic terms and conditions for cooperation between the companies of the Stock Spirits Group (the "**Stock Companies**") and their suppliers regarding the supply of goods and services to Stock Companies.
- 1.2 Each Stock Company applies its own purchase terms ("**Stock Company Terms and Conditions**"), which are consistent with these General Terms, and which are directly applicable to the contracts concluded by the Stock Companies with the Supplier and which constitute an integral part of such contracts.
- 1.3 The following terms used in these General Terms have the meanings given to them below:
 - (a) „**Supplier**" means any entity supplying goods or services to a Stock Company based on an order or contract.
 - (b) „**Goods**" means any goods of any nature supplied by the Supplier to a Stock Company under and in accordance with the contract or order concluded.
 - (c) „**Service**" means any service of any nature provided by the Supplier to a Stock Company under and in accordance with the contract or order concluded.

2. CHANGES AND TERMS OF THE SUPPLIER

- 2.1 The Stock Spirits Group may revise these General Terms at any time. In the event of a change to the General Terms, Stock Companies will amend their respective Stock Company Terms and Conditions reflecting the changes in the General Terms.
- 2.2 Revisions to the General Terms are made available on the website www.stocksprits.com.
- 2.3 Stock Companies are not bound by the terms and conditions of the Supplier, unless the validity of such terms and conditions arises from a contract between Stock Company and the Supplier.
- 2.4 If a Stock Company modifies its Terms and Conditions, both the Supplier and the Stock Company are governed by the version of the Terms and Conditions that is effective on the

date when the contract is concluded, or, if no contract exists, on the date the Stock Company places an order.

- 2.5 Stock Companies notify Suppliers of updates to their Terms and Conditions and make these updates available on their respective websites.

3. **PRICES**

- 3.1 If Stock Company and the Supplier agree on price lists covering prices for the delivery of Goods and Services, the prices specified in such price lists shall be valid for the period for which the price list was set.
- 3.2 The purchase prices for the Goods and the provision of Services are the prices applicable on the date of Stock Company's order for the delivery of the Goods or the provision of the Services. Unless otherwise stipulated in the contract between Stock Company and the Supplier, the price includes all applicable taxes, including excise duty, any other customs duties, sales or disposal taxes, any other taxes at applicable rates that may be amended from time to time under applicable laws, and delivery charges.
- 3.3 The remuneration for the delivery of the Goods and the provision of Services will be specified in each case in the contract between Stock Company and the Supplier or in the order placed by Stock Company and accepted by the Supplier.
- 3.4 The remuneration specified in the contract or order constitutes the total remuneration for the delivery of the Goods and the performance of the Services and exhausts any claims of the Supplier to Stock Company arising in connection with the delivery of the Goods and the performance of the Services. Stock Company will not be obliged to reimburse the Supplier for any additional costs or to pay any additional remuneration not specified in the contract or order.
- 3.5 Any change in the purchase price of the Goods or the remuneration for the provision of the Services requires the prior written consent of Stock Company. The Supplier is not entitled to unilaterally change prices or remuneration.

4. **PAYMENT TERMS**

- 4.1 Payment for the Goods or Services is made within the time limit specified in the contract or order, and this period will not be shorter than 30 days from the end of the month in which the invoice was issued. The Supplier shall issue an invoice no earlier than after the receipt of the Goods by Stock Company or after confirmation of the correct performance of the Services by Stock Company.
- 4.2 The supplier will always include the number of Stock Company's purchase order on the invoice. Stock Company will forward the purchase order number to the Supplier prior to the invoice. Any invoices that do not include a Stock Company purchase order number will not be honored by Stock Company and will be returned to the Supplier.

5. RISK AND TITLE

- 5.1 The risk of accidental loss or damage to the Goods passes to Stock Company upon effective delivery of the Goods to the destination agreed between Supplier and Stock Company, or to the location where the Goods will be made available for collection by Stock Company, depending on the applicable Incoterms of delivery agreed between Supplier and Stock Company.
- 5.2 In order to effectively deliver the Goods, the Supplier undertakes to provide Stock Company with all necessary shipping documents or other documents required by the Stock Company.
- 5.3 The title to the Goods passes to Stock Company upon effective delivery of the Goods to Stock Company.

6. DELIVERY OF GOODS, TERMS OF DELIVERY AND PERFORMANCE OF SERVICES

- 6.1 The manner and detailed terms of delivery of the Goods to Stock Company, as well as the date and place of delivery or collection of the Goods, are specified in the contract concluded by Stock Company with the Supplier or in the order for the delivery of the Goods placed by Stock Company. If neither the contract nor the order specifies the rules based on which the supplies are made, the DAP (Delivered at Place) of Incoterms shall apply.
- 6.2 The quantities of Goods delivered to Stock Company should be consistent with the quantities indicated by Stock Company in the order for delivery of Goods or in the contract concluded between the parties. If the quantities of Goods in delivery exceed the quantities specified in the order or contract, the Supplier is obliged to immediately inform Stock Company about this fact, which at its own discretion decides to accept or reject quantities exceeding the quantities of Goods specified in the order or contract. The Supplier may not make partial deliveries of the Goods, unless such deliveries have been previously agreed with Stock Company. If Stock rejects quantities exceeding the quantities of Goods specified in the order or contract, the Supplier shall collect such surplus quantities of Goods from Stock at its own expense and at the date indicated by Stock.
- 6.3 The Supplier is obliged to prepare, at its own expense, the Goods for transport, i.e. to properly complete and pack them. The Supplier is responsible for the selection and quality of appropriate packaging for the transported Goods.
- 6.4 The cost of transport to Stock Company is covered by the Supplier, unless otherwise stipulated in the contract between Stock Company and the Supplier or in the order.
- 6.5 The Supplier shall provide the Services to Stock Company on the date and at the place specified in the contract or order.

7. CONDITION OF GOODS AND SERVICES

- 7.1 With a view to guaranteeing the end consumers of the Goods free from defects, the Supplier is obliged to ensure in the contract with Stock Company that the Goods and their packaging are of appropriate quality, are safe and meet all applicable legal requirements, both at the time of delivery and throughout the entire shelf life generally accepted for the

Goods, and is responsible for ensuring appropriate production conditions, delivery and transport of the Goods.

- 7.2 The Supplier ensures that all actions taken to and within the framework of concluding and performing the contract with Stock Company, or the execution of an order placed by Stock Company, will be in accordance with the law and will not violate the rights of third parties. In the event that the performance of the Supplier's obligation requires the consent of a third party (including an administrative authority), the Supplier is obliged to inform Stock Company in advance of such necessity and to obtain such consent immediately. In the event when obtaining consent is difficult or significantly delayed, Stock Company will be entitled to withdraw from the contract or order.
- 7.3 The Supplier affirms that it has the expertise, qualified staff, and organizational structure necessary to deliver Goods and provide Services professionally. The Supplier will act lawfully and fulfil obligations promptly, and in any event, by the contractual deadline.

8. DEFECTS

- 8.1 All information provided by the Supplier to Stock Company within the framework of contracts and orders for the Goods or Services, as well as any technical specifications agreed with Stock Company, constitute contractual declarations and guarantees with respect to the quality parameters of the Goods and Services. The reference material for quality parameters and warranty conditions are samples of the Goods, and in the case of the Services, these are offers or specifications provided to Stock Company by the Supplier. The Supplier shall guarantee the suitability of the Deliverables for a particular purpose and their appropriate quality.
- 8.2 Any irregularities in the provision of services by the Supplier shall be reported by Stock Company to the Supplier. The Supplier shall be obliged to take all corrective actions to remedy the irregularities within the time limit specified in the contract or in the order placed by Stock Company. If no such deadline is specified, any defects and irregularities in the Services will be removed by the Service Provider within a period not longer than seven (7) days from the date of receipt of the notification from Stock Company.

9. SUPPLIER RESPONSIBILITY

- 9.1 The Supplier is obliged to exercise the utmost diligence when performing all activities aimed at the performance of the contract concluded with Stock Company or the order for the delivery of Goods or the provision of Services submitted by Stock Company, assessed considering the professional nature of its business.
- 9.2 The Supplier is obliged to ensure that the performance of the contract with Stock Company or the order placed by Stock Company will not infringe any rights of third parties, including copyrights, derivative rights, industrial property rights, image rights, personal data or personal rights of third parties. The Supplier is obliged to make a statement that the Goods are not encumbered with any rights of third parties and are free from any legal defects. The Supplier shall be obliged to make a statement that it will satisfy any potential claims of third parties in connection with the delivery of the Goods or the provision of

Services and obtaining the right to grant consent and authorizations necessary for the Supplier to perform its obligations under the contract with Stock Company or the order placed by Stock Company.

- 9.3 The Supplier shall provide Stock Company with full details of the Supplier's sub suppliers and subcontractors upon request, unless it is contrary to applicable law. The Supplier shall be fully liable for the acts and omissions of sub-suppliers and subcontractors as for its own acts or omissions.
- 9.4 The Supplier shall repair any damage caused to Stock Company due to defects in the Goods or Services provided or false representations or warranties. At the same time, the Supplier shall indemnify Stock Company, its customers, employees, associates and subcontractors from liability related to defects in the Goods or Services provided by the Supplier, in particular by paying compensation equivalent to the penalties and damages paid by Stock Company and the costs incurred by Stock Company, including the costs of pending proceedings. Stock Company shall immediately notify the Supplier of any circumstances known to Stock Company that may give rise to the liability of the Supplier as set out above.

10. **COMPLAINTS**

- 10.1 The Supplier undertakes to provide Stock Company with Goods and Services without defects. It is assumed that the term "defect" will in particular include any qualitative or quantitative inconsistencies of the Goods and Services versus the law, applicable standards, any provisions or requirements specified in the contract with Stock Company, or the order placed by Stock Company, specifications, offers, designs, and representations and warranties of the Supplier.
- 10.2 If the delivery of the Goods is not made in whole or in part within the agreed time, Stock Company has the right to withdraw from the delivery in relation to the remaining products or the entire delivery within 30 days from the date of the expected delivery. In such a case, Stock Company is entitled to charge the Supplier with a contractual penalty specified in the Stock Company Terms and Conditions. Stock Company may seek compensation for failure to fulfil the obligations specified in the contract in excess of the amount of the contractual penalty.
- 10.3 In the event that Stock Company decides to request delivery at its sole discretion despite the delay on the part of the Supplier, Stock Company is obliged to notify the Supplier of such intention in writing or by e-mail immediately after the agreed delivery date, including the appointment of a new delivery date. In such a case, Stock Company retains the right to demand payment of the contractual penalty specified above and to claim damages in excess of the amount of the contractual penalty.
- 10.4 Stock Company shall check the quality of the Goods received within 30 days from the date of delivery and undertakes to notify the Supplier within 30 days from the date of their discovery in writing or by e-mail of any defects and defects and to inform the Supplier whether it demands the replacement of the Goods with Goods free of defects or withdraws from the contract or order for the delivery of such defective Goods.

- 10.5 In the event of defects and irregularities in the provision of the Services, consisting in particular in the failure to perform the Services within the time limit agreed in the contract or order, or the performance of the Services contrary to the provisions of the contract or order, Stock Company has the right, after informing the Supplier of the irregularities and setting a deadline for the removal of defects and irregularities, regardless of other measures provided for in the contract or order, withdraw from the contract or order placed by Stock Company within 60 days from the date of the agreed date of performance of the Services or the date on which Stock Company detects irregularities in the provision of Services.
- 10.6 In addition, Stock Company has the right to commission third parties to perform part or all of the Services in order to remove deficiencies and defects in the Services performed, at the expense and risk of the Supplier, if the Supplier does not remove the defects and irregularities in the scope of the Services provided within the time limit set by Stock Company.

11. PRODUCT RECALL FROM THE MARKET

If Stock Company decides to withdraw its products from the market due to any defects in the Goods or Services, the Supplier is obliged to fully cooperate with Stock Company to minimize the negative impact on the product brands and the good name of Stock Company and the Stock Spirits Group. The decision to initiate a recall is made by Stock Company at its sole discretion.

12. TERMINATION

Any material breach of a contract between Stock Company and the Supplier by either party shall entitle the non-defaulting party to terminate such contract or order for the purchase of Goods or Services, effective immediately, without notice, subject to any rights acquired in favor of the non-defaulting party, prior to termination of the contract or order in such manner.

13. INTELLECTUAL PROPERTY

- 13.1 All intellectual or industrial property rights to all materials provided to the Supplier by Stock Company are vested exclusively in Stock Company (or any other entities cooperating with Stock Company) and will be used by the Supplier only for the proper performance of the contract or order. Surplus manufactured Goods bearing the intellectual or industrial property of Stock Company (or other entities cooperating with Stock Company) that are not delivered to Stock Company must be immediately reported by the Supplier to Stock Company and destroyed, unless Stock Company indicates otherwise.
- 13.2 The Supplier undertakes not to use the materials provided by Stock Company as part of the performance of the contract or the order placed by Stock Company after the performance of the contract or order, and in any case after the performance, termination or expiration of the contract or order.

14. WORKS AT THE STOCK COMPANY PLANT

- 14.1 In the event that the Supplier is required to be present on the premises of Stock Company in order to perform its obligations under and in accordance with the contract or order, the Supplier shall ensure that its presence does not cause unnecessary disruption or interruption to other operations conducted on the premises of Stock Company. In any case, the Supplier shall comply with all instructions of Stock Company and all applicable legal requirements regarding health and safety, and in this respect also to provide and enforce the use of necessary personal protective equipment and clothing for its employees.
- 14.2 The Supplier undertakes to inform its employees and subcontractors that for safety reasons only persons who are not under the influence of alcohol will be allowed to enter the premises of selected Stock Company facilities. For this purpose, Stock Company is entitled to conduct sobriety tests in selected facilities of Stock Company, and the Supplier, by cooperating with Stock Company, agrees to conduct such a test with the Supplier's personnel gaining access to Stock Company's facilities. Failure to undergo sobriety tests means refusal of entry to the premises of Stock Company.

15. CONFIDENTIALITY CLAUSE

- 15.1 The Supplier acknowledges that it may receive confidential information from Stock Company regarding Stock Company or the Stock Spirits Group. The Supplier is obliged to keep it confidential, to use it only for the purpose of performing its obligations under the contract with Stock Company or the order placed by Stock Company, and not to disclose it to any third party, either during the term of the business relationship with Stock Company or after its termination, without obtaining the prior written consent of Stock Company, unless disclosure is required by law or a decision of competent authorities.
- 15.2 Confidential Information means any information, whether or not it has been clearly marked as confidential, recorded on any media, and copies, extracts or representations thereof, related to the business of Stock Company and the Stock Spirits Group, disclosed or made available to the Supplier in connection with the performance of obligations arising from a contract with Stock Company or an order placed by Stock Company.

16. FORCE MAJEURE

Neither the Supplier nor Stock Company shall be liable for any failure to perform or improper performance of its obligations, in whole or in part, as a result of extraordinary and unforeseeable causes or events of any nature whatsoever beyond the reasonable control of such party, and which would make performance impossible or result in a violation of the law.

17. CODE OF CONDUCT AND ETHICS FOR BUSINESS PARTNERS

- 17.1 The Supplier is obliged to read the Code of Conduct and Ethics for Business Partners of Stock Spirits ("**SSG Code**"). This document covers compliance with legal regulations such as preventing corruption, protecting information or counteracting negative social and environmental impacts.
- 17.2 Supplier must confirm in writing to Stock Company that it will abide by the principles and values contained in the SSG Code.
- 17.3 Compliance with the SSG Code is subject to assessment and verification by Stock Company, and violations of the principles contained in the SSG Code may result in consequences, in particular termination of business cooperation.

18. **REGULATIONS ON. INTERNATIONAL SANCTIONS**

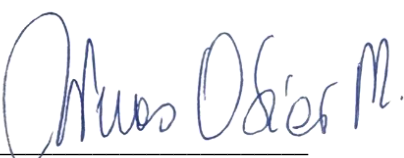
- 18.1 The Stock Spirits Group conducts its activities considering the restrictions resulting from sanctions imposed by international organizations and individual countries, which applies in particular to the sanctions regulations of the European Union, the UN, the USA and individual countries in which the Stock Spirits Group operates.
- 18.2 If the cooperation between the Supplier Stock Company involves the risk of violating the sanction regulations, Stock Company will be entitled to limit the cooperation accordingly, after informing the Supplier. The limitation of cooperation also applies to concluded contracts or orders placed.

19. **GOVERNING LAW**

- 19.1 Any contracts with Stock Company or orders placed by Stock Company, and purchases and services made under Stock Company Terms and Conditions, are subject to the laws of the country in which Stock Company is domiciled and the courts of that state.
- 19.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the cooperation between the Supplier and Stock Company.

Approval and Acknowledgment

By following these General Terms and Conditions of Purchase, all employees and departments ensure proper document management, maintaining a high level of quality and compliance.

Signature: 

Name: Monika Wrzos-Osior

Position: Group Procurement Director

Date: 1 October 2025

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